

1997

Contract Between
Cambridge Technology Group
and
SAP-America, Inc.
for
Executive Education Services

January 23, 1997

Agreement Number 97100

This Agreement is entered into between Cambridge Technology Group, herein after referred to as "CTGroup" and SAP America, Inc., herein referred to as "SAP".

This Agreement is made with regard to the following facts:

- a) SAP develops and markets various software products,
- b) CTGroup develops and markets various executive education, sales training, open systems and Internet technology programs and products,
- c) SAP and CTGroup desire that CTGroup conduct certain programs utilizing and promoting SAP products,
- d) During the term of this agreement it is the intent of CTGroup and SAP to exchange technological information in order to insure the mutual success of the programs.

Now, therefore, the parties to this agreement mutually agree as follows:

1. RELATIONSHIP

The following describes the relationship between the parties:

- a) The parties to this agreement are not agents or legal representatives of each other and have no power or authority to represent, act for, bind or commit each other with respect to any product or service;
- b) It is understood that this Agreement does not grant either SAP or CTGroup any license or other rights in any Software, Proprietary Information ("P.I.") or copyrighted materials developed by either party.

2. NON-EXCLUSIVE

This agreement is made with the express understanding that neither SAP nor CTGroup is in any way restricted from developing or marketing services, software or training which performs the same or similar functions, however neither party is granted any right to create derivative work products based on the other party's Proprietary Information. Either CTGroup or SAP may enter into similar agreements with other companies.

3. SERVICES TO BE PROVIDED 1997

- a) During the twelve months commencing January 1, 1997, CTGroup shall conduct six (6) Key Executive Programs on behalf of SAP on dates and locations outlined in Exhibit A, in accordance with the agenda outlined in Exhibit B. Courses held at CTGroup's facility in Cambridge, MA shall have a maximum of 150 participants. Courses held at alternative sites may have a maximum of 200 participants. The program dates and agenda (Exhibit B) may be changed with the mutual consent of both parties.

- i) SAP will have the option to purchase one (1) additional Key Executive Program in the United States on the date outlined in Exhibit A. SAP will retain this option until three (3) months prior to the start date of the "optional" program, at which time the option will expire.
- ii) SAP and CTGroup shall be jointly responsible for nominating the companies and CTGroup shall assume enrollment responsibilities which includes providing invitations, registration and confirmation of seminars, and hotel and evening events logistics during the course of the program. Either party may reject any proposed invitee. In order to facilitate attendee confirmations, CTGroup shall provide SAP with access to CTGroup's non-confidential registration information and shall periodically provide SAP with the list of proposed attendees.
- iii) Key Executive Programs are defined as 1 1/2 (one and one-half) day education courses involving SAP personnel, customers and partners. The program agenda is outlined in Exhibit B.
- iv) SAP shall pay CTGroup two hundred and sixty thousand dollars (\$260,000) for each Key Executive Program. SAP shall also pay CTGroup two-hundred and sixty thousand dollars (\$260,000) for each optional program that SAP commits to, prior to three months before the scheduled date of the program. Programs given outside of the USA are invoiced to the local SAP organization of the country where the event takes place. SAP America's will take responsibility for paying invoices at the above rates in the event such SAP America subsidiary fails to pay its invoice.

These amounts represent the all inclusive fee for all services to be rendered by CTG in connection with this agreement during 1997. Except as set forth in section vi, SAP will not be responsible for any other fees, costs or other amounts incurred by fulfilling its obligations in 1997.

- v) It is the intent of SAP to conduct the programs outlined in Appendix A on the dates and locations provided. SAP may alter the course schedule outlined in Appendices A and B to new dates, locations and agendas, that are mutually agreed upon by both parties, in writing.
 - vi) For any programs that are not conducted at CTGroup's facilities in Cambridge, MA, SAP will also be responsible for all expenses for facilities, meals, audio/visual and other auxiliary costs necessary to conduct the program including directly related and reasonable expenses for the travel and hotel accommodations of Prof. John Donovan and a maximum of eight staff members. All expenses billed back to SAP for travel and hotel accommodations will need supporting documentation. Any non-standard travel and hotel expenses need to be approved in writing by SAP prior to incurring the expenses. CTGroup agrees that travel and lodging expenses for off-site programs will not exceed \$15,000 in the United States, \$35,000 in Europe, \$45,000 in Japan and \$35,000 in South America.
 - vii) During the calendar year 1997, CTGroup will not contract directly with Oracle, Baan or PeopleSoft to conduct customer-related, Key Executive Programs.
- b) To support the decision process of SAP prospective customers or existing customers, SAP and CTG may offer company specific on-site seminars and workshops conducted by CTG. These programs will be similar to the executive programs, but will be adapted to the clients specific business needs. The client will pay all costs associated with these programs. CTG and SAP agree that these seminars target the promotion of SAP software.

- i) SAP will support these seminars by granting CTG the right to use SAP's software for conducting the programs. CTG is responsible for protecting SAP's Proprietary Information during such programs as prescribed in this agreement or any separate R/3 End-User License Agreement.
- ii) To differentiate these seminars from other CTG related activities, CTG will announce the on-site executive briefing seminars to SAP in writing (the SAP point of contact is Al Wizzo) and SAP will assign a pre-sales person and an account executive to the program. SAP will be fully involved in the preparation and execution of the program.
- c) SAP shall pay for the services rendered under this agreement as follows:
 - i) A non-refundable down payment of \$200,000 shall be due on December 31, 1996. SAP will have the option of applying this down payment toward any of the programs that have been contracted for in 1997.
 - ii) Balance for each program is due on or before the first day of each program.
 - iii) Expenses (if applicable) shall be paid within thirty (30) days of receipt of invoice.
- e) It is the intent of both parties that the programs will be directed and conducted by Prof. John J. Donovan, with normal use of additional lecturers and consultants. Normal use is defined to be not more than 1/3 of the lectures are given by additional lecturers. SAP reserves the right to request a substitution or replacement of any additional lecturers or consultants.
- f) In the event Professor Donovan becomes ill, physically incapacitated for a period of more than three months, or dies at any point during the term of this agreement, SAP shall have the right to terminate further performance under the Agreement and have no further liability thereunder, except to pay fees and expenses for programs completed prior to such event. In the event either party fails to perform its material obligations hereunder, the non-breaching party shall have the right to terminate the Agreement and all further obligations thereunder on thirty (30) days prior written notice, unless the breaching party cures the default within such twenty day period.

4. SOFTWARE

- a) For the purposes of the Key Executive Programs, SAP agrees to license software to CTGroup; in amounts and configurations to be mutually agreed upon, pursuant to SAP's standard test and trial license.
- b) SAP will install and maintain the latest releases of R/3 for the purposes of other CTG training programs or research and development. For these activities, CTG and SAP will execute a separate R/3 End-User License Agreement.

CTGroup agrees not to sell, transfer, assign, pledge or encumber the licensed Products.

- b) Maintenance and Support of such products shall be governed by the End-User License Agreement.
- c) CTGroup agrees not to disclose, transfer or otherwise make available to any third party, the loaned products, except for the limited purpose contemplated here in.

5. REMEDIES

Except as may be provided for in an R/3 End User License Agreement between the two parties, in no event shall either party be liable for direct, indirect, incidental or consequential damages (including loss of profits) whether based on contract, tort or any other legal theory.

6. ASSIGNMENT

Neither party may assign any other right or obligations hereunder without the prior written consent of the other party, which consent shall not unreasonably be withheld.

7. GOVERNING LAW

Any dispute arising in connection with the terms and conditions of this Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. The courts within the Commonwealth of Massachusetts shall have jurisdiction.

8. PROPRIETARY INFORMATION

Both parties agree that they will use the same degree of care to avoid unauthorized disclosure of Proprietary Information as they employ with respect to their own information which they do not desire to have disseminated or published.

"Proprietary Information" means: (i) with respect to SAP, the Software and Documentation and any complete or partial copies thereof, the Program Concepts, SAP licensors' Third-Party Database, any other third-party software licensed with or as part of the Software, benchmark results, and any other information identified or reasonably identifiable as confidential and proprietary information of SAP, SAP-AG, or their licensors ("**SAP Proprietary Information**") ; and (ii) with respect to CTG, information identified or reasonably identified as the confidential and proprietary information of CTG ("**CTG Proprietary Information**"), provided that, any part of the SAP or CTG Proprietary Information which: (a) is or becomes publicly available through no act or failure of the other party; or (b) was or is rightfully acquired by the other party from a source other than the disclosing party prior to receipt from the disclosing party; or (c) becomes independently available to the other party as a matter of right, shall be excluded.

"Software" means: (i) all R/3 software specified in agreed upon Appendices hereto, in machine- or human-readable form, developed by or licensed to SAP-AG and delivered to CTG hereunder; (ii) and Releases, Versions, or Correction Levels of the Software as contemplated by this Agreement; and (iii) any complete or partial copies or replacements of any of the foregoing.

"Documentation" means SAP's standard documentation, in human- or machine-readable format, in any medium, which is delivered to CTG under this Agreement, including SAP's standard manuals, program listings, data models, flow charts, logic diagrams, input and output forms, functional specifications, instructions and complete or partial copies of the foregoing.

"Program Concepts" means the concepts, techniques, ideas, and know-how embodied and expressed in any computer programs or modules included in the Software, including the structure, sequence, and organization of such programs or modules.

9. TERMINATION

SAP's commitment for 1997 shall be a firm commitment without the right of cancellation. Upon completion of this Agreement, all Proprietary Information will be destroyed or returned to its owner.

10. EXHIBITS

The following Exhibit is attached and made part of this Agreement. In the event of conflict between this Agreement and the attached Exhibit, this Agreement will prevail.

Exhibit A	1997 Dates and Locations of Eight SAP Key Executive Programs
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Exhibit B	CTG Executive Seminar Agenda
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Agreed to and effective this 23 day of JANUARY, 1997.

SAP America

By: _____

PAUL WAHL
Printed Name

CHIEF EXECUTIVE OFFICER
Title

JOHN ROBERT J. DILLON
LEGAL

SAP America

By: _____

Printed Name

Title

Cambridge Technology Group

By: _____

John J. Williams
Printed Name

CEO
Title

Exhibit A

1997 CTGroup/SAP America's Program Dates and Locations

As of August 21, 1996; the following course dates and locations have been proposed:

<u>Program Date</u>	<u>Program Type</u>	<u>Program Location</u>
1) February 27 - 28	2 day Key Exec.	Cambridge, MA
2) May 15 - 16	2 day Key Exec.	Cambridge, MA
3) May (TBD)	2 day Key Exec.	South America
4) July 31 - August 1	2 day Key Exec.	Cambridge, MA
5) September 29 - 30	2 day Key Exec.	Cambridge, MA
6) October (TBD)	2 day Key Exec.	Tokyo, Japan

Optional Programs:

1) November (TBD)	2 day Key Exec.	Cambridge, MA
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The above dates may be changed with the mutual written consent of both parties.